UNOFFICIAL CO

1201242094 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 01/12/2012 10:20 AM Pg: 1 of 4

Recording Requested By/Return To:

Wells Fargo P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900

This Instrument Prepared by:

Wells Fargo P.O. Box 4149 MAC P6051-019 Portland, OR 97208-4149 1-800-945-3056

Ravenswood Title Company LLC 319 W. Chiario Street Suite 211-A Chicago, IL 60654

1105375/RTC/26+8/7C Parcel#: 13-16-306-013-0000

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX2945-0001

Reference Number: 109870818

SUBORDINATION AGREEMENT FOR

MOI.TG/.GE Junit Clorks

Effective Date: 11/18/2011

Owner(s):

**EDWARD M SITAR III** 

**DEBRA S SITAR** 

Current Lien Amount: \$26,572.00.

Senior Lender: Guaranteed Rate, Inc.

Subordinating Lender: Wells Fargo Bank, N.A.

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the Fen securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.

Property Address: 5321 W PENSACOLA AVE, CHICAGO, IL 60641

SUBORDINATION ONLY IL 0000000000346826

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### **UNOFFICIAL COPY**

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owners and the Senior Lender named above.

EDWARD M SITAR III AND DEBRA S SITAR, HUSBAND AND WIFE, NOT AS JOINT TENANTS OR AS TENANTS IN COMMON BUT AS TENANTS BY THE ENTIRETY (individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a Mortgage (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

#### See Attached See Exhibit A

which document is dated the 20th day of September, 2001, which was filed in Document ID# 0010908240 at page N/A (or as No. 11/4) of the Records of the Office of the Recorder of the County of COOK, State of Illinois. The Existing Security instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to EDWARD M SITAR in and DEBRA S SITAR (individually and collectively "Borrower") by the Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$213,500.00 (the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this arount, the Subordination Agreement is VOID.

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

#### A. Agreement to Subordinate

Subordinating Lender hereby subordinates the lien of the Existing Secur ty Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be recured by the Existing Security Instrument.

#### **B.** General Terms and Conditions

Binding Effect – This Agreement shall be binding upon and inure to the benefit of the respective neits, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

Nonwaiver – This Agreement may not be changed or terminated orally. No indulgence, waiver, election on-election by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.

Severability - The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

#### C. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, has set its hand and seal as of the Effective Date above unless otherwise indicated.

SUBORDINATION ONLY\_IL 00000000000346826

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subordinating Lender:	
Wells Eargo Bank, N.A.	
By K	11/18/2011
(Signature)	Date
Barbara A. Edwards	_
(Printed Name)	
Work Director	_
(Title)	
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF Oregon, COUNTY OF Washington	
The foregoing Subordination Agreement was acknowledged being me, a notar	
administer oaths this Aday of Aday, Aday, by Brabara A. Ed Farge Bank, N.A., the Subordinating Lender, on behalf of said Subordinating I by its Board of Directors. She is personally known to me or has product a satisfactory.  (Notary Public)	Lender pursuant to authority granted

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#### **EXHIBIT A**

LOT 128 IN GARDNER'S PORTAGE PARK ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office PIN: 13-16-306-013-0000